

# ARE YOU READY TO CLIMB TODAY?

## Climber Declaration and Disclaimer Form

Before joining us on the Sydney Harbour Bridge ('**Bridge**'), all participants ('**Climbers**') and their legal parent/guardian (if applicable) must read the important information on this form.

First Name

Last Name

Home Address

*(Please provide your permanent home address details e.g not a hotel etc)*

Country

ZIP / Postcode

Adult

Child (8-15)

Today is my first Climb

Today is my \_\_\_\_ Climb

Emergency Contact Name

Contact Number (+ )

### YOUR HEALTH AND SAFETY

All Climbers and their legal parent/guardian (if applicable) must read BridgeClimb Sydney's Pre-Climb Checklist including health and safety information before completing this form. You must not participate in the Climb if you believe, or have reason to suspect, that your current health or physical condition may put your health and safety, or that of other Climbers, at risk. If in doubt, please speak to a BridgeClimb Sydney team member. Please be aware that even if you feel able to climb today, BridgeClimb Sydney may refuse to allow you to participate if BridgeClimb Sydney in its reasonable opinion considers that you are not fit to participate in the Climb. To help assess whether you can climb today, please tick the boxes below if any of the following may apply to you.

I am pregnant

I am wearing a hearing aid

I am 75 years of age, or over

I have:

had recent surgery that I am still recovering from

a limb, joint or back injury or broken bone

a heart condition

diabetes

low blood pressure, with or without medication

high blood pressure, with or without medication

medication I need to take on the Climb

had a seizure in the last six months

epilepsy without a seizure for at least 6 months

medically diagnosed vertigo

mobility or balance problems

a respiratory condition

limb absence or limb difference

low vision or blindness

another health concern which may be relevant

none of the above

A BridgeClimb Sydney team member may ask to speak to you about your health and safety. All discussions will be confidential and information collected in relation to your health will be dealt with in accordance with BridgeClimb Sydney's Privacy Statement. If you're 75 years of age, or over, you can climb with a Certificate of Fitness signed by your GP. Please download this form from our website and bring this with you on the day.

#### BY SIGNING THIS DOCUMENT I HONESTLY DECLARE THAT:

1. I have read and understood the contents of this Climber Declaration and Disclaimer Form, BridgeClimb Sydney's health and safety information and BridgeClimb Sydney's Terms of Trade (together, the '**Agreement**').
2. I have considered my health and ability to complete the Climb within the required time. I am confident that my health and safety, and that of other Climbers, will not be put at risk by me taking part.
3. I will not take any unauthorised items onto the Bridge, including but not limited to any device capable of photography or videography of any kind.
4. I will not damage, deface or remove any part of the Bridge or any equipment being used by BridgeClimb Sydney or the Roads and Maritime Services ('RMS') including items being worn.
5. I will not disturb other Climbers, make jokes about safety or security or interfere with the Climb Leader's ability to conduct the Climb in a safe and secure manner.

#### BY SIGNING THIS DOCUMENT I AGREE AND ACKNOWLEDGE THE FOLLOWING:

1. I understand that I may be removed from the Climb if I do not comply with the Agreement. The Agreement includes important exclusions and limitations of liability and indemnities that I have agreed apply to me and operate to the benefit of BridgeClimb Sydney, the RMS and any reseller of BridgeClimb Sydney product (together the '**Service Providers**'). I understand I may now request a copy of the Agreement if I wish to again read them.
2. I am:
  - a. the Climber and I am over the age of 18; or
  - b. the Climber and I am a minor climbing without a legal parent or guardian, but have the understanding necessary to sign this Form ('Capacity'); or
  - c. the legal parent or guardian of the Climber and I am signing this Agreement on behalf of the Climber because the Climber is under the age of 16 years and/or is without Capacity (and any reference in this Agreement to 'I', 'me' or 'my' refers to all Climbers noted on this Form (except this section 2)), and all the information I have or will provide to the Service Providers is true and accurate.

3. I have entered and remain on the premises of BridgeClimb Sydney and the RMS, and I will participate in the Climb at my own risk.
4. The Climb is a recreational activity that involves an element of risk and the Service Providers therefore cannot guarantee my health and safety. These risks include the risk of physical injury or death, the inducement or exacerbation of medical conditions, mental harm or distress, and damage to my property. I acknowledge that my health, ability and conduct will affect such risks.
5. I will use all personal safety and protective equipment provided during the Climb as instructed. I will not remove or tamper with any personal safety and protective equipment or any equipment on the Bridge.
6. I am aware that to participate in the Climb, I need to have a blood alcohol level of 0.05% and I must not be under the influence of any drugs or be adversely affected by any medication.
7. I agree to let the Service Providers apply first aid procedures or provide or call for medical assistance if they reasonably believe I require it, the cost of which I will bear except where BridgeClimb Sydney is held liable under clause 9 of BridgeClimb Sydney's Terms of Trade.
8. BridgeClimb Sydney and its authorised sub-contractors have the authority to use and reproduce any photograph or video taken of me for promotional and marketing purposes including social media, display and sale by or on behalf of BridgeClimb Sydney without any compensation to me.
9. Photographs and videos acquired from BridgeClimb Sydney remain copyright to BridgeClimb Sydney. They must not be reproduced or used by me or anyone I authorise for any commercial purpose, including promotion of any supplier or any supplier's products or services, without BridgeClimb Sydney's prior written permission.
10. BridgeClimb Sydney will rely on this declaration and is not responsible for my decision to climb.

You must only sign this document if you are over 16, you have Capacity (as defined above) or are the legal parent or guardian of the Climber. If you do not agree with any of the matters set out in the Agreement, please speak with a BridgeClimb team member.

Legal Parent/Guardian First Name \_\_\_\_\_

Last Name \_\_\_\_\_

<b>Signature of Climber/Legal Parent or Guardian (if applicable)</b>
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<b>Date</b>
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## CLIMBING WITH CHILDREN AGED 8-15

### Additional Declaration and Disclaimer for Parents and Guardians

You will have already completed a Climber Declaration and Disclaimer Form on behalf of your child/children. As the legal parent or guardian of children aged 8 to 15 years inclusive, you will have some additional obligations. Please read the declaration and obligations in this form, and then sign the declaration below.

#### CHILD CLIMBERS I am the legal parent or guardian of the following children;

CHILD 1	First Name	Last Name	Age
CHILD 2	First Name	Last Name	Age
CHILD 3	First Name	Last Name	Age

#### BY SIGNING THIS DOCUMENT:

1. I honestly declare I have considered the health of each child in my care and their ability to complete the Climb within the required time. I am confident that their health and safety, and that of other Climbers, will not be put at risk by them taking part.
2. I agree to assist BridgeClimb Sydney team members by ensuring that the child/children in my care understand all safety instructions provided throughout the Climb experience.
3. I agree to assist BridgeClimb Sydney team members throughout the Climb experience by ensuring the Climbing equipment and clothing to be worn by or provided to the child/children in my care are put on as demonstrated and remain on as demonstrated or are adjusted as instructed to do so by BridgeClimb Sydney team members.
4. I understand that I must remain in the company of all the children in my care at all times. I understand that should an unplanned removal from the Climb route be necessary, whether I or any one of the children in my care require removal, then this will require that all the children in my care and I be removed.

Legal Parent/Guardian First Name \_\_\_\_\_

Last Name \_\_\_\_\_

<b>Signature</b>
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<b>Date</b>
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**PRIVACY STATEMENT** BridgeClimb understands that the health-related information supplied in this document is sensitive and confidential. While information you provide when completing a booking or making an enquiry will be used to send you direct marketing material (and shared with our related companies) unless you opt out of receiving such marketing communications, no sensitive information you provide on this form will be used for this purpose. After the Climb, this document will only be recovered for the purposes of confirming your participation or to defend any action. Further information about our privacy practices and procedures is contained in our Privacy Policy, available at [www.bridgeclimb.com/privacy](http://www.bridgeclimb.com/privacy). If you would like to seek access to or correct your personal information, or make a privacy complaint, please refer to our Privacy Policy for further details. Queries in connection with this document should be addressed to the Privacy Officer, BridgeClimb, 3 Cumberland Street, The Rocks NSW 2000, Australia. Version 24092019 © Feliz Puente Pty Ltd ABN 79 625 999 877 (trading as BridgeClimb ®)